

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

JEFF RAWLINGS
WILLIAM CUNNINGHAM
AND TURNERWINDHAM LLC

PLAINTIFF

VS.

CAUSE NO. 2012-78E

LUKE KOESTLER AND
SEVENTH KNIGHT, INC.

DEFENDANT

SUMMONS

TO: LUKE KOESTLER
101 DEER HOLLOW
BRANDON, MS

NOTICE TO DEFENDANT

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.

You are required to mail or hand-deliver a copy of a written response to the Complaint to Jeff D. Rawlings, Rawlings & MacInnis, P.A., attorneys for the Plaintiff, whose address is P.O. Box 1789, Madison, MS 39130-1789. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this summons and complaint or a judgment by default will be entered against you for the money or other things demanded in the complaint.

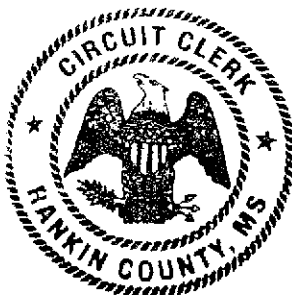
You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 9 day of April, 2012.

RANKIN COUNTY CIRCUIT CLERK

REBECCA N. BOYD, CIRCUIT CLERK

BY: Kathy Henderson D.C.



IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

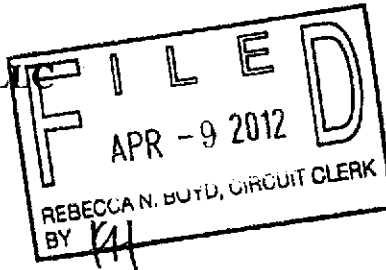
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VS.

LUKE KOESTLER AND
SEVENTH KNIGHT, INC.

DEFENDANTS



CAUSE NO. 2012-78 E

COMPLAINT

1. The parties are:

(a) Jeff Rawlings, William Cunningham and TurnerWindham LLC

("Plaintiffs");

(b) Luke Koestler, an adult resident citizen of the State of Mississippi who may be served with process at 101 Deer Hollow, Brandon, Mississippi; and

(c) Seventh Knight, Inc. ("7K"), a corporation which may be served with process upon its President, Luke Koestler, 101 Deer Hollow, Brandon, Mississippi.

2. In the summer of 2008, Randy Anthony, then an employee of 7K, approached Jeff Rawlings with an "opportunity" to purchase shares in 7K. Time was represented to be of the essence since a 75 million dollar offer to purchase 7K was "on the table" and was set to close immediately. According to Randy Anthony, Luke Koestler was offering him the opportunity to buy shares at a discount as a reward for his work as an employee. Randy Anthony was then personally unable to procure funds to make the purchase so he presented this opportunity to Jeff Rawlings. Thereafter, Jeff Rawlings and Lamar Adams met with Randy Anthony and Luke

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3. Relying upon the representations of Luke Koestler, Jeff Rawlings then purchased \$200,000.00 worth of stock in 7K at a price of \$2.00 per share. \$200,000.00 was immediately paid to Luke Koestler by Jeff Rawlings.

4. Jeff Rawlings subsequently purchased another 4,000 shares at \$3.00 per share, again relying upon the representations of Luke Koestler.

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8. Luke Koestler knew at all relevant times that the positive representations that were being made to Plaintiffs were then false and misleading.

9. The safe harbor provided for forward-looking statements under certain circumstances does not apply to any of the false statements made by Luke Koestler. Many of the specific statements were not identified as “forward-looking statements” when made. To the extent there were any forward-looking statements, there were no meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the purportedly forward-looking statements. Alternatively, to the extent that the statutory safe harbor does apply to any forward-looking statements pleaded herein, Luke Koestler and 7K are liable for those false forward-looking statements because at the time each of those forward-

looking statements was made, he knew that the particular forward-looking statement was false when made. Moreover, to the extent that Luke Koestler and 7K issued any disclosures designed to “warn” or “caution” investors of certain “risks,” those disclosures were also false and misleading since they did not disclose that Luke Koestler and 7K were actually engaging in the very actions about which they purportedly warned and/or had actual knowledge of material adverse facts undermining such disclosures.

10. On information and belief, the representation of a 75 million dollar sale and all subsequent “sales” were false misrepresentations made by Luke Koestler and 7K to induce the Plaintiffs to make the purchases described above. To this day, Luke Koestler and 7K have refused to acknowledge the falsehood of these representations and continue to evade the issue. Plaintiffs anticipate that discovery will uncover the depth and breadth of the fraud perpetrated by Luke Koestler and 7K upon the Plaintiffs and other purchasers who are similarly situated.

11. The actions of the Luke Koestler and 7K were fraudulent, grossly negligent, willful and/or intentional and constitute violation of common law duties under Mississippi law. Said actions render Luke Koestler and 7K liable for punitive, as well as actual, damages.

WHEREFORE, PREMISES CONSIDERED, Jeff Rawlings, William Cunningham and TurnerWindham LLC request the following relief:

A. A judgment in favor of the Plaintiffs against Luke Koestler and Seventh Knight, Inc., jointly and severally, for all damages sustained as a result of Defendants’ wrongdoing, in an amount to be proven at trial, including interest thereon;

B. An award of all attorney fees incurred;

C. Punitive damages in an amount to be determined in accordance with Mississippi law, the Mississippi Punitive Damage Statute, and the constitutional guidelines of the United States Supreme Court; and

D. Such other and/or further relief as the Court deems just and appropriate.

DATED: March 25, 2012.

**JEFF RAWLINGS,
WILLIAM CUNNINGHAM
AND TURNERWINDHAM LLC**

By:  _____

Their Attorney

Jeff D. Rawlings
Rawlings & MacInnis, P.A.
P.O. Box 1789
Madison, MS 39130-1789
601-898-1180
jeff@rawlingsmacinnis.net
MSB # 4642

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

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WILLIAM CUNNINGHAM
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PLAINTIFF

VS.

CAUSE NO. 2012-78 E

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SEVENTH KNIGHT, INC.

DEFENDANT

SUMMONS

TO: SEVENTH KNIGHT, INC.
C/O IT'S PRESIDENT, LUKE KOESTLER
101 DEER HOLLOW
BRANDON, MS

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You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 9 day of April, 2012.



RANKIN COUNTY CIRCUIT CLERK
REBECCA N. BOYD, CIRCUIT CLERK

BY: Kirby Henderson D.C.

IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

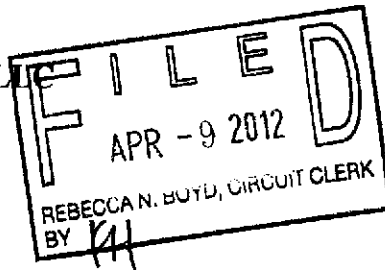
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("Plaintiffs");

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2. In the summer of 2008, Randy Anthony, then an employee of 7K, approached Jeff Rawlings with an "opportunity" to purchase shares in 7K. Time was represented to be of the essence since a 75 million dollar offer to purchase 7K was "on the table" and was set to close immediately. According to Randy Anthony, Luke Koestler was offering him the opportunity to buy shares at a discount as a reward for his work as an employee. Randy Anthony was then personally unable to procure funds to make the purchase so he presented this opportunity to Jeff Rawlings. Thereafter, Jeff Rawlings and Lamar Adams met with Randy Anthony and Luke

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8. Luke Koestler knew at all relevant times that the positive representations that were being made to Plaintiffs were then false and misleading.

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WHEREFORE, PREMISES CONSIDERED, Jeff Rawlings, William Cunningham and TurnerWindham LLC request the following relief:

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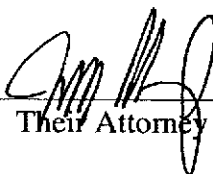
B. An award of all attorney fees incurred;

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DATED: March 25, 2012.

**JEFF RAWLINGS,
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AND TURNERWINDHAM LLC**

By: 
Their Attorney

Jeff D. Rawlings
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Madison, MS 39130-1789
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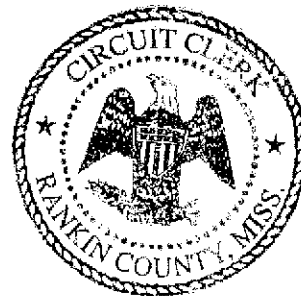
CERTIFICATE

The undersigned, Becky Boyd, as Clerk of the Circuit Court of Rankin County, Mississippi, hereby certifies that attached hereto are true copies of all process, pleadings, orders and other papers on file in said civil action in the Circuit Court of Rankin County, Mississippi in Civil Action No. 2012-78-E.

WITNESS MY HAND AND SEAL, this the 14th day of May, 2012

BECKY BOYD,
CIRCUIT CLERK, RANKIN COUNTY

BY: Deb Riser D.C.



IN THE CIRCUIT COURT OF RANKIN COUNTY, MISSISSIPPI

DATE: May 14, 2012

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AND TURNER WINDHAM, LLC

PLAINTIFF

VS

CAUSE NO. 2012-78 E

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DEFENDANT

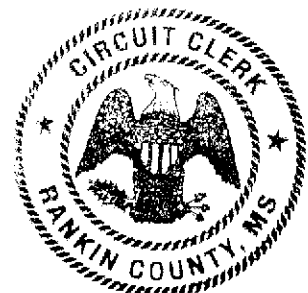
CLERK'S CERTIFICATE

I, REBECCA N. BOYD, CIRCUIT CLERK, OF RANKIN COUNTY,
MISSISSIPPI, DO HEREBY CERTIFY THAT THE FOREGOING PAGES CONTAIN
A TRUE AND CORRECT COPY OF THE ABOVE STYLED AND NUMBERED
CAUSE.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 14TH DAY OF
MAY, 2012.

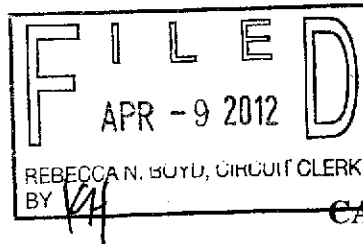
**REBECCA N. BOYD,
CIRCUIT CLERK**

BY: Kerry Henderson
DEPUTY CLERK



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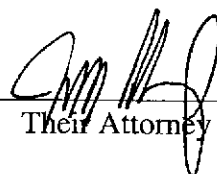
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By: _____
Their Attorney

Jeff D. Rawlings
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MSB # 4642

WATKINS & EAGER

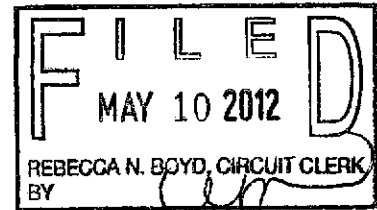
Mailing Address:
P.O. Box 650
Jackson, Mississippi 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

Attorneys and Counselors at Law

est. 1895

MICHAEL O. GWIN
Direct Dial: (601) 965-1972
mgwin@watkinseager.com

May 9, 2012



Becky Boyd, Clerk
Rankin County Circuit Court
Post Office Box 1599
Brandon, MS 39043

RE: Rawlings, et al. v. Koestler, et al.; In the Circuit Court of Rankin
County, Mississippi; Cause No. 2012-78-E

Dear Ms. Boyd:

Please find enclosed the original and one copy of a Motion for Thirty (30) Days to Respond to Complaint in the above-referenced matter. Please file the original and return the copy stamped "filed" in the enclosed envelope. By copy of this letter I have forwarded the enclosed document to counsel opposite.

Sincerely,

WATKINS & EAGER PLLC


Michael O. Gwin

MOG/meb
Enclosures

cc: Jeff D. Rawlings (via electronic mail and U.S. mail)

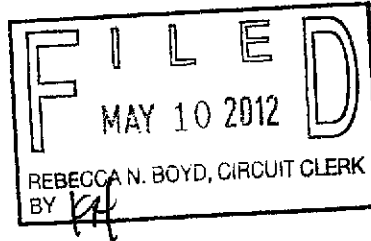
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PLAINTIFFS

VS.

**LUKE KOESTLER AND
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CAUSE NO. 2012-78-E

DEFENDANTS

**MOTION FOR THIRTY (30) DAYS
TO RESPOND TO COMPLAINT**

Defendants, Luke Koestler and Seventh Knight, Inc., without waiving any defenses under Miss.R.Civ.P. 12 or otherwise, specially appear to request thirty (30) days to respond to the Complaint filed in this matter, stating:

1.

The complaint in this matter was filed April 9, 2012. Upon information and belief, a response to the complaint is due May 14, 2012.

2.

Undersigned counsel has been contacted by the defendants to represent them. At this time, the undersigned counsel, has only undertaken to represent these two defendants for the limited purpose of seeking additional time to evaluate the facts, evaluate potential conflicts of interest and consider the necessity of additional counsel becoming involved.

3.

The facts of this matter, as reflected by the Complaint, extend over years and are potentially complex. Counsel is unable to adequately prepare to evaluate the foregoing

matter and prepare an answer within the current time allowed.

4.

For these reasons, counsel respectfully requests this Court to grant these defendants thirty (30) additional days, until June 14, 2012 to formulate a response to the Complaint.

5.

By making this request, these defendants specifically reserve and do not waive any defenses, including those defenses set forth under Miss.R.Civ.P. Rule 12. To the extent necessary, these defendants assert all such defenses.

6.

The undersigned counsel has contacted counsel for the plaintiff, Jeff Rawlings, and been advised that the plaintiffs are not in a position to agree to this request for thirty (30) additional days, at this time.

For the reasons set forth herein, Luke Koestler and Seventh Knight, Inc. respectfully request the Court to grant them an additional thirty (30) days until Thursday, June 14, 2012 to serve their response to the Complaint filed herein.

Respectfully submitted,

**LUKE KOESTLER AND SEVENTH KNIGHT,
INC.**

BY:



MICHAEL O. GWIN

OF COUNSEL:

MICHAEL O. GWIN (MSB # 5086)
WATKINS & EAGER PLLC
400 East Capitol Street
Suite 300, Emporium Building
Post Office Box 650
Jackson, Mississippi 39205
Tel: (601) 965-1900
Fax: (601) 965-1901

CERTIFICATE OF SERVICE

I, MICHAEL O. GWIN, do hereby certify that I have this date caused a true and correct copy of the above and foregoing document to be forwarded by electronic mail and United States Mail, postage fully prepaid, to the following:

Jeff D. Rawlings
Rawlings & MacInnis, P.A.
P. O. Box 1789
Madison, MS 39130-1789
jeff@rawlingsmacinnis.net

THIS, the 9th day of May, 2012.



MICHAEL O. GWIN